

Standard Terms and Conditions

DEFINITIONS

“Client” means the client, or any person acting on behalf of and with the authority of the Client, or any person purchasing work from EduMaxi Ltd.

“Fee” means the cost of the work as agreed between EduMaxi Ltd and the Client.

“Terms and Conditions” means these terms and conditions together with any other specific terms and conditions that may be agreed to in writing by EduMaxi Ltd and the Client.

“work” means any teaching and learning materials, workshops, seminars, presentations or any other product designed by EduMaxi Ltd.

ACCEPTANCE AND COMMENCEMENT OF WORK

Prior to commencement of a project, EduMaxi Ltd needs to receive:

- a) the EduMaxi Ltd quote/sales agreement signed by an authorised person accepting the quotation (this can be mailed, faxed or scanned and emailed to EduMaxi Ltd)
- b) sign-off on a fuller, refined scope of the project plus any amendments to the quote as a result of the refinement of the scope (this applies to projects in excess of \$50,000.00 where the scope is refined after an initial scope, time- and cost-estimate have been put forward and agreed on)
- c) deadlines will be dependent on and amended accordingly based on the time it takes to receive (a) and (b) above
- d) once a signed agreement is in place, EduMaxi Ltd will provide the work in accordance with these Terms and Conditions.

COMMITMENT

EduMaxi Ltd will:

- a) perform all work with reasonable skill, care and diligence in a professional manner
- b) endeavour to ensure all work is performed in accordance with the timeframes agreed with the client
- c) deliver the client original work, except to the extent that the client requires, or requests, third party or pre-existing work to be incorporated or used as part of the project
- d) perform the work on a non-exclusive basis, and EduMaxi Ltd will be free to perform the same or similar work for others without restriction.

The Client will give all reasonable assistance to enable EduMaxi Ltd to perform the work by:

- a) giving clear instructions
- b) providing information, artwork or other materials, including content, to EduMaxi Ltd in a timely manner
- c) guaranteeing that content provided is not in breach of copyright.

PAYMENT

Unless otherwise negotiated and agreed to in writing, EduMaxi Ltd offers the following payment options:

- a) projects smaller than \$10,000.00 - \$80% upfront payment; 20% payment upon completion
- b) project between \$10,000.00 - \$50,000.00 - 50% payment upon sign-off of scope and quote; 10% monthly installments; the remainder paid upon completion
- c) projects over \$50,000.00 – 30% upon sign-off of scope and quote; 30% linked to agreed milestones during the project; 30% upon completion.

Payment can be made via direct debit (preferred) or credit card (an additional processing fee will apply). This will not constitute payment until cleared by the bank.

INVOICING

- a) EduMaxi Ltd will invoice according to the payment options outlined above or on a monthly basis, or at other intervals as agreed prior to commencing the project:
 - i. all invoices are emailed only and it is the responsibility of the client to check their email regularly
 - ii. invoices are due within 7 days
 - iii. overdue invoices will result in a cease to ongoing works
 - iv. interest may be charged on any overdue invoices at the rate of 10% per month or part month.

OUTSTANDING FEES

If the Client does not pay any amounts payable to EduMaxi Ltd when due, the Client will be in default and EduMaxi Ltd may, without limiting any other rights or remedies:

- a) stop performing the work
- b) require the client to pay all outstanding fees and cease the right to use any of the work provided by EduMaxi Ltd to date until all fees are paid
- c) charge default interest at the rate of 10% per month or part month.

EduMaxi Ltd may also, without liability to the Client, cancel this Agreement at any time upon notice to the Client if the Client:

- a) fails to pay the Fees by the due date
- b) ceases to carry on business
- c) becomes insolvent, has a receiver appointed over some or all of its property, or a resolution is passed for the Client's liquidation.

CANCELLATION

- a) Cancellation of orders may initially be made via e-mail (a read receipt has to be requested).
- b) Following this, formal written notification should be sent to the company's postal address (PO Box 24157, Hamilton, 3253, New Zealand).

- c) In the case of a cancellation, EduMaxi Ltd holds the right to:
 - i. a 10% non-refundable deposit
 - ii. invoicing for all work completed over and above the non-refundable deposit (that will have been made at the time of first ordering) based on an hourly rate of NZ\$125.00 per hour
 - iii. invoicing for the full quoted cost of the project if the cancellation is not formally confirmed in writing and received by EduMaxi Ltd within 14 days of such instruction being issued.
- d) The balance of fees due must be paid within 30 days. If not, EduMaxi Ltd holds the right to charge interest at the rate of 10% per month or part month until all such outstanding fees have been paid.

QUOTES

- a) Where a quotation is given:
 - i. the quotation shall be valid for thirty (30) days from the date of issue; and
 - ii. the quotation shall be exclusive of any taxes unless specifically stated to the contrary.
- b) Where work is required in addition to the quotation, the Client agrees to pay for the additional cost of such work.

OWNERSHIP

- a) Subject to (g) below, EduMaxi Ltd is and will remain the exclusive owner everywhere in the world of all intellectual property rights and interests (including copyright and all other statutory and common law rights and interests) in the work, and any other work performed by EduMaxi Ltd for the Client.
- b) EduMaxi Ltd shall retain exclusive worldwide ownership at all times of its artistic styles, methods of working, techniques, general creative ideas and skills.
- c) The staff of EduMaxi Ltd assert their right to be identified as the author(s) of all work created by them for the Client and without limitation the Client must:
 - i. attribute all work to EduMaxi Ltd to the extent that the work is of a type where attribution can reasonably be given
 - ii. not attribute the work to anyone other than EduMaxi Ltd or remove any of the trademarks, signatures, copyright statements and the like from the work; and
 - iii. not alter, modify or adapt EduMaxi Ltd's work in any way without express written consent from EduMaxi Ltd.
- d) Unless otherwise specified in a written and signed agreement between EduMaxi Ltd and its Client, copyright to, intellectual property of and distribution rights of the work.
- e) All rights reserved. All documents provided by EduMaxi will display a copyright notice: Content © EduMaxi Ltd [date]. The material is protected by copyright law and international treaties. Unauthorised reproduction or distribution of this material, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent.
- f) EduMaxi Ltd will indemnify the Client in respect of any claims, costs or expenses arising from any third party claims that content provided by EduMaxi Ltd infringes copyright.
- g) In the case where a Client buys ownership of the materials designed by EduMaxi Ltd:
 - i. the copyright in the final form of any work which has specifically been created for the Client for the countries and for the purposes as specified in the quote or instructions, or if not specified, for the countries and for the purposes which would be reasonably expected by in light of the nature of the Client's request for the work, will be assigned to the client upon payment of all fees.
 - ii. the copyright notice will be removed from the work and the client will no longer be indemnified (to allow clients to make changes to the documents as they wish).

- h) The Client will then indemnify EduMaxi Ltd to any claims and/or expenses arising from any matter, which is illegal, defamatory in matter or in breach of the Fair Trading Act 1986 or any other statute or any infringement of copyright, patent or design.

SECURITY

- a) EduMaxi Ltd uses high quality firewall and virus checking software to re reduce the threat of virus infection; however, it is strongly recommended that the Client installs their own security.

COMPLAINTS

- a) Any complaint should be made in writing within 14 days of receipt of the product or services in order to remedy faults or complaints.
- b) Any disputes pertaining to invoices, products or services received after 14 days will be null and void.

OUTSIDE INFLUENCES

- a) EduMaxi Ltd shall not be responsible for any delay, default loss or damage due to any industrial disputes, accidents, hackers, Acts of God, equipment failure or mischievous damage or other causes beyond the control of EduMaxi Ltd.

PRIVACY POLICY

- a) Our privacy policy is governed by the New Zealand Privacy Act 1993.
- b) The type of information EduMaxi Ltd will collect about its clients includes: name, address, phone number/s, and e-mail address.
- c) The information held will be accurate and up to date. Clients can check the information that EduMaxi Ltd holds about them by emailing us. Any inaccuracies will be deleted or corrected promptly.
- d) We will only use the information that we collect about you lawfully to:
 - i. process an order
 - ii. provide clients with the best possible service.

If you have any questions/comments about privacy, you should contact us.

SUITABILITY

- a) No guarantee shall be given or implied that the products or services supplied according to the client's instructions in the proposal or scope document or designed by EduMaxi Ltd to those instructions are suitable for specific market requirements unless those are documented and / or from part of the original proposal or scope document.

LIMITED LIABILITY

- a) EduMaxi Ltd shall not be liable whether in contract, tort, or otherwise for any loss (whether direct or indirect) of profit, business, anticipated savings, or other economic loss even if it were or should have been aware of the likelihood of such loss; and

- b) You may not bring any action against EduMaxi Ltd, regardless of form, more than one year after the cause of action has arisen.

CONSULTATION

- a) EduMaxi Ltd agrees to ensure full consultation with the client throughout the development process.

PORTFOLIO

- a) EduMaxi Ltd holds the right to use the work and the Client's name and identity as part of its portfolio of works for the purposes of promoting and advertising its business.

GENERAL

- a) These terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them. We are entitled to change these terms from time to time, in which case we will send you amended terms.
- b) Our relationship with you is governed by New Zealand Law and New Zealand Courts have non-exclusive jurisdiction.

Thank you for taking the time to read our terms and conditions.

If you have any further questions, or would like anything clarified, please email us at info@edumaxi.com